

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 70 PAGES	
1. REQUEST NO. W912EF-04-Q-0155	2. DATE ISSUED 17-Sep-2004	3. REQUISITION/PURCHASE REQUEST NO. W68SBV-4218-9049	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY WALLA WALLA DISTRICT, COE-G4P CONTRACTING DIVISION 201 N THIRD AVENUE WALLA WALLA WA 99362-1876			6. DELIVER BY (Date) SEE SCHEDULE			
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) GARY H DAHL 509/527-7216			9. DESTINATION (Consignee and address, including ZIP Code) MCNARY PROJECT 82790 DEVORE ROAD UMATILLA OR 97882-1230 TEL: FAX:			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE						
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 27-Sep-2004						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section 00010 - Solicitation Contract Form

BID SCHEDULE
BID SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/P</u>	<u>AMOUNT</u>
0001	Widen Gate – Third St.	1	Each	_____
0002	Widen Gate – Boat Ramp	1	Each	_____
SCHEDULE TOTAL \$				_____

NOTE:

-SET ASIDE FOR SMALL BUSINESS

-CCR REGISTRATION REQUIRED

-IF NOT REGISTERED PLEASE VISIT <http://www.ccr.gov/> CCR HELPLINE: 1-888-227-2423

-PRICES QUOTED MUST BE VALID FOR 30 DAYS

-TO ENSURE RECEIPT OF YOUR QUOTE, SUBMIT VIA FAX TO GARY @509-527-7802, OR E-MAIL TO gary.h.dahl@usace.army.mil

-PLEASE INCLUDE THE FOLLOWING INFORMATION:

-BUSINESS SIZE _____

-TAX ID # _____

-DUNS # _____

-CAGE CODE # _____

-VISIT www.nww.usace.army.mil ORGANIZATION PAGE, CONTRACTING, FOR A LISTING OF ADVERTISED SOLICITATIONS. DIRECT LINK:<http://www.nww.usace.army.mil/ebs/AdvertisedSolicitations.asp>

Please contact Gary Dahl for the drawings required for this solicitation, (509) 527-7216, or gary.h.dahl@usace.army.mil

CLAUSES INCORPORATED BY FULL TEXT

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988))

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.000-3014 DESIGNATED BILLING OFFICE

The Contractor shall submit invoices as follows:

Original invoices shall be mailed to:

McNary Dam
ATTN: Joseph Lapeyre
82925 Devore Road
Umatilla, Oregon 97882

Copy mailed to, and payment will be made by:

USAED, Millington Finance Center
ATTN: CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
3.0%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Umatilla County, Oregon.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.000-3012 CORPORATE CERTIFICATE/ AUTHORITY TO BIND PARTNERSHIP

If the bid is submitted by a corporation or partnership, the applicable form listed below must be completed. In the alternative, other evidence must be submitted to substantiate the authority of the person signing the bid. If a corporation, the same officer shall not execute both the bid and the certificate.

CORPORATE CERTIFICATE

I _____, certify that I am the

(corporate officer title) of the corporation named as
Bidder/Contractor herein; that _____ who signed this bid/contract on behalf of the
Bidder/Contractor was then _____(title) of said corporation; that said
bid/contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within
the scope of its corporate powers.

(signature required) (Corporate Seal)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names and signatures of all partners are listed below and that the person signing the bid had authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has authority to enter into and execute contractual instruments, on behalf of said partnership, with the United States of America, except as follows: (State "none" or describe limitations, if any.)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by the Contracting Officer.

(Names and signatures of all partners)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990.

(2) The small business size standard is 12,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the

United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/loadmainre.html>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or

reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and

fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(2) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash

equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be

paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who

has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			
Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).			
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.			
Include other applicable supporting information.			
(End of clause)			

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
- (End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the

terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph

(e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel,

the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

- (4) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-4013 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or

negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (UL 2004)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or

that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.236-28 Preparation of Proposals--Construction OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.000-3018 SUCCESSOR CONTRACTING OFFICER

Any Contracting Officer assigned to the Walla Walla District and acting Within their authority may take formal action on this contract when a Contract action needs to be taken and the primary Contracting Officer is unavailable.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 7 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than October 28, 2004. The time stated for completion shall include final cleanup of the premises.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Vicinity Map / Index	MNSG001
Swing Gate Plan – South Shore	MNSG002
Fence Details	MNSG003
Gate Details	MNSG004

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Security Office will process the investigation in coordination with the Contractor and contract employees.

The address for the Security Office is:

Dave Piper, Security Officer
Walla Walla District, COE
201 North Third Avenue
Walla Walla, WA 99362

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification). (End of Clause)

STATEMENT OF WORK

Scope of Work

McNary Dam

Swing Gate Widening

McNary Dam 82925 Devore Rd. Umatilla, Oregon 97882

Line Item 1)- Swing gate #1: 3rd Street

Line Item 2)- Swing gate #2: Entrance from boat ramp

1.0 References:

- a) U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 dated 3 Nov. 2003.

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/>

- b) Drawings MDG-1-0-0/309, MDG-1-0-33/41, MDG-1-0-33/42, and MDG-1-0-33/43.
- c) Section 02821 Fencing

2.0 Description of work:

- a) Replace two existing 24-foot swing gates with 30-foot swing gates as shown on drawing MDG-1-0-33/41.
- b) Existing gates shall remain the property of the Government and be turned over to Joseph Lapeyre.
- c) Hinge posts shall be cut off flush to post footing, and filled with grout flush with top of footing.

3.0 Suspected hazards:

- a) Traffic
- b) The Contractor shall prepare an Activity Hazard Analysis prior to start of work. Reference EM 385-1-1 page 8 figure 1-2.

4.0 Contractor's responsibility:

- a) The Contractor shall comply with all requirements listed in Section 1.0, References, while performing work.
- b) The Contractor shall supply all materials, labor, lifting, and handling equipment required to complete the work.

5.0 Functional and Performance Requirements:

- a) Gates shall be centered on the roadway. Measurement shall be from the centerline of the road to the shoulder for gatepost placement (e.g. 15 feet each side from centerline).
- b) Work shall be completed no later than October 28, 2004.

6.0 Field Installation:

- a) Field work shall be performed during regular Government hours. The maintenance staff works Monday through Thursday, 6:30am to 5:00pm, excluding Government holidays. These holidays include October 11, November 11 & 25, and December 24 & 31, 2004.
- b) Contractor may work Fridays and Saturdays if they provide the Government 48 hours prior notice and the work is at no extra cost to the Government.

7.0 Hardware Requirements:

All materials shall be conform to the Buy American Act.

8.0 Government Responsibilities:

Provide building drawings, and details.

9.0 Sanitation Facilities:

The Government's restrooms at the Project will not be available for use by Contractor personnel. The Contractor shall furnish sanitation facilities in accordance with COE EM 385-1-1. The location of all facilities will be subject to Project Point of Contact (POC) approval.

10.0 Project Security

The project site is a secured area and access onto the project is restricted. The security measures affect all of the Contractor's vehicles and personnel. There will be delays when entering projects due to locked gates, vehicle inspections, and personnel checks. Inspections and checks may include inspection of tool boxes, brief cases, lunch boxes, and other containers.

- a) Vehicle Access - Project access roads are secured with locked gates. All vehicles that pass thru the locked gates will be subject to being searched. No privately owned vehicles (POV's) will be allowed thru locked gates. Only Contractor's work vehicles and equipment that are essential to the conduct of the work will be allowed in the work areas. All Contractor vehicles shall display suitable permanent or temporary identification.
- b) Identification of Employees - The Contractor shall be responsible for furnishing identification and other information to the project POC for each employee, prior to the employee's work on the project site, and for requiring each employee on the project site to display identification at all times. Identification shall include photo identification, company name, and the individual's name and company identification number as a minimum. Badges will be laminated plastic type. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of the employee. If required by the Contracting Officer, employees will be photographed by the Government. Employees who fail to submit to photographing will not be allowed on the project site.
- c) Delivery of equipment and materials to the project site shall be performed during the normal working hours of the project maintenance crews described in paragraph WORK SCHEDULES. To the maximum extent possible deliveries shall arrive on the same side of the river as the Contractor's work area. Delivery vehicles will not be allowed to cross the river over the dam. Delivery vehicles arriving on the opposite side of the river as the work area shall be unloaded outside the locked gate, equipment shall be loaded onto Contractor's vehicles, and Contractor's vehicles will then be allowed to cross the dam to the work area.

Primary Point of Contact:

Joseph Lapeyre
McNary Dam
82925 Devore Rd.
Umatilla, OR 97882
Phone: (541)-922-2273
Fax: (541)-922-2221

Contracting Point of Contact:

Gary Dahl

US Army Corps of Engineers, Walla Walla District
201 North Third Street
Walla Walla, WA 99362
Phone: (509)-527-7216
Fax: (509)-527-7802

SECTION 02821

FENCING

PART 1 GENERAL**1.1 SCOPE**

The work covered by this section includes the removal and installation of swing gates.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 121	(1999) Zinc-Coated (Galvanized) Steel Barbed Wire
ASTM A 153	(2001) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 780	(2000) Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings
ASTM C 94	(2000) Ready-Mixed Concrete
ASTM C 1107	(2002) Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
ASTM F 1043	(2000) Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework
ASTM F 1083	(1997) Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F 1184	(1994) Industrial and Commercial Horizontal Slide Gates
ASTM F 626	(1996a) Fence Fittings
ASTM F 900	(1994) Industrial and Commercial Swing Gates

PART 2 PRODUCTS**2.1 GATES**

Gates shall be in accordance with ASTM F 900 and ASTM F 1184. Gate shall be the type and swing shown. Gate frames shall conform to strength and coating requirements of ASTM F 1083 for Group IA, steel pipe, with external coating Type A, nominal pipe size (NPS) 1-1/2. Gate frames shall conform to strength and coating requirements of ASTM F 1043, for Group IC, steel pipe with external coating Type A or Type B, nominal pipe size (NPS) 1-1/2. Gate fabric shall be as specified for chain link fabric. Gate leaves more than 8 feet wide shall have either intermediate members and diagonal truss rods or shall have tubular members as necessary to provide rigid construction, free from sag or twist. Gate leaves less than 8 feet wide shall have truss rods or intermediate braces. Intermediate braces shall be provided on all gate frames with a mechanical lock. Gate fabric shall be attached to the gate frame as specified in Paragraph 2.4 ACCESSORIES. Latches, hinges, stops, keepers, rollers, and other hardware items shall be furnished as required for the operation of the gate. Latches shall be arranged

for padlocking so the padlock will be accessible from both sides of the gate. Stops shall be provided for holding the gates in the open position. Stops shall be capable of securely holding the gate in the open position during period of high winds in excess of 70 mph. Each end member of gate frames shall be extended sufficiently above the top member to carry three strands of barbed wire in horizontal alignment with barbed wire strands on the fence.

2.2 POSTS

Gate post shall be for the gate type specified subject to the limitation specified in ASTM F 900 and ASTM F 1184.

2.3 BRACES AND RAILS

Braces and rails shall be in accordance with ASTM F 1083, zinc-coated, Group IA, steel pipe, size NPS 1-1/4. Group IC steel pipe, zinc-coated, shall meet the strength and coating requirements of ASTM F 1043.

2.4 ACCESSORIES

Accessories shall be in accordance with ASTM F 626. Ferrous accessories shall be zinc or aluminum coated. Truss rods shall be furnished for each terminal post. Truss rods shall be provided with turnbuckles or other equivalent provisions for adjustment. Barbed wire shall be 2 strand, 12-1/2 gauge wire, zinc-coated, Class 3 in accordance with ASTM A 121. Barbed wire shall be four-point barbed type steel wire. Barbed wire support arms shall be the single arm type and of the design required for the post furnished. Tie wire for attaching fabric to rails, braces, and posts shall be 9 gauge steel wire and match the coating of the fence fabric. Tie wires for attaching fabric to tension wire shall be 16 gage stainless steel. The tie wires shall be a double loop and 6.5 inches in length. Clips will not be allowed. Miscellaneous hardware coatings shall conform to ASTM A 153 unless modified.

2.5 CONCRETE

Concrete shall conform to ASTM C 94, using 3/4 inch maximum size aggregate, and having a minimum compressive strength of 3000 psi at 28 days. Grout shall consist of one part Portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix. Grout shall meet the requirements for Grade C grout in ASTM C 1107.

PART 3 EXECUTION

3.1 DEMOLITION

The Contractor shall remove existing gates, gate posts, and fencing to those limits necessary to install the new 30-foot swing gates. The existing gates shall remain the property of the Government and be turned over to the Contracting Officer's Representative (COR). All other materials shall be the property of the Contractor and shall be removed from the site and disposed of in a legal manner. Gate posts shall be cut off flush at the ground, and the hole filled with grout flush with the top of the footing. The Contractor shall take all necessary precautions to avoid damage to existing items to remain in place or to remain the property of the Government.

3.2 INSTALLATION

Gates shall be installed where shown on the contract drawings. Any damage to galvanized surfaces, including welding, shall be repaired with paint containing zinc dust in accordance with ASTM A 780. Contractor shall reattach fence fabric to gate post and install brace rails to match existing.

3.3 EXCAVATION

Post holes shall be cleared of loose material. Waste material shall be spread where directed. The gates shall be installed to maintain a maximum 4-inch clearance between the bottom of the gate and finish grade.

3.4 POST INSTALLATION

Posts shall be set plumb and in alignment. Posts shall be set in concrete to the depth indicated on the drawings. Posts shall be set in holes not less than the diameter shown on the drawings. Concrete and grout shall be thoroughly consolidated around each post, free of voids, and finished to form a dome. Concrete and grout shall be allowed to cure for 72 hours prior to attachment of any item to the posts. Fence post rigidity shall be tested by applying a 50-pound force on the post, perpendicular to the fabric, at 5 feet above ground. Post movement measured at the point where the force is applied shall be less than or equal to 3/4 inch from the relaxed position. All failed posts shall be removed, replaced, and retested at the Contractor's expense. All posts shall be installed plumb within 5 degrees in two planes.

3.5 BRACES AND TRUSS RODS

Braces and truss rods shall be installed where the fence line ties into the swing gates. Braces and truss rods shall extend from terminal posts to line posts. Diagonal braces shall form an angle of approximately 40 to 50 degrees with the horizontal. Stretcher rods shall be attached to posts with 9 gauge tie wires at a maximum spacing of 15 inches.

3.6 CHAIN LINK FABRIC

Fabric shall be cut by untwisting and removing pickets. Splicing shall be accomplished by weaving a single picket into the ends to be joined.

3.7 BARBED WIRE SUPPORTING ARMS AND BARBED WIRE

Barbed wire supporting arms and barbed wire shall be installed as indicated and as recommended by the manufacturer. Supporting arms shall be anchored with 3/8 inch diameter plain pin rivets. A minimum of two rivets per support arm shall be used. Barbed wire shall be pulled taut and attached to the arms with clips or other means that will prevent easy removal.

3.8 GATE INSTALLATION

Gates shall be installed at the locations shown. Hinged gates shall be mounted to swing as indicated. Latches, stops, and keepers shall be installed as required. Hinge pins and hardware shall be welded or otherwise secured to prevent removal. All gate hardware accessories shall be firmly attached with minimum free-play and/or wear. Locking hardware should not be subject to free movement caused by wind. All hardware, supports, guides, and accessories shall not have excessive free-play that could cause rattling due to gate movement during windy weather.

WAGE RATES

General Decision Number: OR030001 08/20/2004

General Decision Number: OR030001 08/20/2004

Superseded General Decision Number: OR020001

State: **Oregon**

Construction Types: Building

Counties: Baker, Benton, Clackamas, Clatsop, Columbia, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jackson, Jefferson, Klamath, Lake, Lane, Lincoln, Linn, Malheur, Marion, Morrow, Multnomah, Polk, Sherman, Tillamook, **Umatilla**, Union, Wallowa, Wasco, Washington, Wheeler and Yamhill Counties in **Oregon**.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	02/06/2004
2	02/13/2004
3	03/05/2004
4	03/26/2004
5	04/16/2004
6	05/14/2004
7	06/18/2004
8	07/02/2004
9	07/23/2004
10	08/06/2004
11	08/20/2004

ASBE0036-001 04/24/2004

	Rates	Fringes
Asbestos Workers/Insulator.....	\$ 29.69	11.51

ASBE0036-003 07/01/2003

	Rates	Fringes
Hazardous Material Handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 15.50	5.55

BOIL0500-001 10/01/2003

	Rates	Fringes
Boilermaker.....	\$ 28.10	15.37

BROR0001-001 06/01/2004

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, **UMATILLA**, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES

	Rates	Fringes
Bricklayer.....	\$ 27.92	11.05
Marble & Stone Mason.....	\$ 28.92	11.05

BROR0001-004 06/01/2004

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR (SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

	Rates	Fringes
Bricklayer.....	\$ 26.70	10.70
Marble & Stone Mason.....	\$ 28.92	11.05

BROR0001-005 05/01/2004		
	Rates	Fringes
Tilesetter & Terrazzo Finisher..	\$ 18.41	6.95
Tilesetter & Terrazzo Worker...	\$ 24.55	9.18

CARP0001-001 06/01/2004		
ZONE 1:		
	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 27.72	10.70
FLOOR LAYERS & FLOOR FINISHERS (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed), INSULATORS (fiberglass and similar irritating material).....	\$ 27.87	10.70
MILLWRIGHTS.....	\$ 28.22	10.70
PILEDRIVERS.....	\$ 28.22	10.70
Zone Differential (Add to Zone 1 rates):		
Zone 2 - \$0.85		
Zone 3 - 1.25		
Zone 4 - 1.70		
Zone 5 - 2.00		
Zone 6 - 3.00		
Zone 1 - All jobs or projects located within 30 miles of the respective City Hall		
Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall		
Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall		
Zone 4 - More than 50 miles and less than 60 miles from the respective City Hall		
Zone 5 - More than 60 miles and less than 70 miles from the respective City Hall		
Zone 6 - More than 70 miles from the respective City Hall.		
BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, PILEDRIVERS AND DIVERS)		
ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OEGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER
BASEPOINTS FOR MILLWRIGHTS		
EUGENE	NORTH BEND	
LONGVIEW	PORTLAND	
MEDFORD	THE DALLES	
VANCOUVER		
BASEPOINTS FOR PILEDRIVERS AND DIVERS		
ASTORIA	BEND	
COOS BAY	EUGENE	

KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT
PORTLAND	ROSEBURG
SALEM	THE DALLES

CARP9001-002 06/01/2004

	Rates	Fringes
Acoustical Installer & Drywall Hanger.....	\$ 27.51	10.91
Lather.....	\$ 26.81	11.61

ELEC0048-001 01/01/2004CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, SHERMAN,
TILLAMOOK, WASCO, WASHINGTON AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 31.40	3%+12.35
Electrician.....	\$ 31.15	3%+12.35

ELEC0048-009 01/01/2003CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, SHERMAN,
TILLAMOOK, WASCO, WASHINGTON AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
Sound & Communication Technician.....	\$ 25.15	8.55

SCOPE OF WORK FOR TECHNICIAN

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems. Install chases and/or nipples, not to exceed ten (10) feet, on systems not in conduit.

WORK EXCLUDED:

Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (over 10 feet) may be installed on open wiring systems.

Energy management systems.

SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope)

Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0112-001 06/01/2004BAKER, GILLIAM, GRANT, MORROW, **UMATILLA**, UNION, WALLOWA, AND
WHEELER COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 31.24	3%+12.28
Electrician.....	\$ 29.75	3%+12.28

ELEC0112-010 06/01/2002BAKER, GILLIAM, GRANT, MORROW, **UMATILLA**, UNION, WALLOWA AND
WHEELER COUNTIES

	Rates	Fringes
Sound & Communication Technician.....	\$ 19.97	5.93

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems. Install chases and/or nipples, not to exceed ten (10) feet, on systems not in conduit.

WORK EXCLUDED:

Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (over 10 feet) may be installed on open wiring systems.

Energy management systems.

SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope).

Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0280-001 02/01/2004		
BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK, AND YAMHILL (SOUTHERN HALF) COUNTIES		
	Rates	Fringes
Cable splicer.....	\$ 33.06	3%+11.25
Electrician.....	\$ 30.05	3%+11.25

ELEC0280-002 07/01/2004		
BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES		
	Rates	Fringes
Communications & Systems Technician.....	\$ 22.21	3%+7.30

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS:

SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Post of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems

B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS:

Background foreground music Intercom and telephone interconnect systems Telephone systems Nurse call systems

Radio page systems School intercom and sound systems
 Burglar alarm systems Low voltage master clock systems
 Multi media/multiplex systems Sound and musical
 entertainment systems RF systems Antennas and Wave Guide

C. FIRE ALARM SYSTEMS:

Installation, wire pulling and testing

D. TELEVISION AND VIDEO SYSTEMS:

Television monitoring and surveillance systems Video security
 systems Video entertainment systems Video educational
 systems Microwave transmission systems CATV and CCTV

E. SECURITY SYSTEMS:

Perimeter security systems Vibration sensor systems Card
 access systems Access Control systems Sonar/Infrared
 monitoring equipment

 ELECO291-001 06/01/2004

MALHEUR COUNTY

	Rates	Fringes
Cable splicer.....	\$ 26.69	5%+7.40
Electrician.....	\$ 24.26	5%+7.40

 ELECO659-001 01/01/2004

HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 27.15	10.81
Electrician.....	\$ 27.15	10.81

 ELECO659-003 07/01/2004

HARNEY, JACKSON, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CATV Installer.....	\$ 16.40	4.60
Communications & Systems Technician.....	\$ 21.00	8.18

CATV installer may install, maintain, and/or replace coaxial
 cable associated with cable television installation.

SCOPE OF WORK:

Includes the installation testing, service and maintenance,
 of the following systems which utilize the transmission
 and/or transference of voice, sound vision and digital for
 commercial, education, security and entertainment purposes
 for the following: TV monitoring and surveillance,
 background-foreground music, intercom and telephone
 interconnect, inventory control systems, microwave
 transmission, multi-media, multiplex, nurse call systems,
 radio page, school intercom and sound, burglar alarms, and
 low voltage master clock systems.

A. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE
 INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO
 THE ABOVE LISTED SYSTEMS:

SCADA (Supervisory Control and Data Acquisition) PCM (Pulse
 Code Modulation Inventory Control Systems Digital Data
 Systems Broadband and Baseband and Carriers Post of Sale
 Systems VSAT Data Systems Data Communication Systems RF and
 Remote Control Systems Fiber Optic Data Systems Intercom
 and telephone interconnect systems

B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS:

Background foreground music Intercom and telephone
 interconnect systems Telephone systems Nurse call systems
 Radio page systems School intercom and sound systems
 Burglar alarm systems Low voltage master clock systems
 Multi media/multiplex systems Sound and musical
 entertainment systems RF systems Antennas and Wave Guide

C. FIRE ALARM SYSTEMS:

Installation, wire pulling and testing

D. TELEVISION AND VIDEO SYSTEM: Television monitoring and
 surveillance systems Video security systems Video
 entertainment systems Video educational systems Microwave
 transmission systems CATV and CCTV

E. SECURITY SYSTEMS:

Perimeter security systems Vibration sensor systems Card
access systems Access control systems Sonar/infrared
monitoring equipment

ELEC0932-001 01/01/2004

COOS, CURRY, LINCOLN AND LANE COUNTIES (AREA LYING WEST OF A
LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE
S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
Electrician.....	\$ 27.75	3%+10.40

ELEC0932-003 01/01/2004

LANE (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E.
CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY) AND
LINCOLN COUNTIES

	Rates	Fringes
CATV Installer.....	\$ 16.40	8.83
Communications & Systems Technician.....	\$ 19.81	8.93

CATV Installer may install, maintain, and/or replace coaxial
cable associated with cable television installation.

SCOPE OF WORK:

Includes the installation testing, service and maintenance,
of the following systems which utilize the transmission
and/or transference of voice, sound vision and digital for
commercial, education, security and entertainment purposes
for the following: TV monitoring and surveillance,
background-foreground music, intercom and telephone
interconnect, inventory control systems, microwave
transmission, multi-media, multiplex, nurse call systems,
radio page, school intercom and sound, burglar alarms, and
low voltage master clock systems.

A. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE
INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO
THE ABOVE LISTED SYSTEMS:

SCADA (Supervisory Control and Data Acquisition) PCM (Pulse
Code Modulation Inventory Control Systems Digital Data
Systems Broadband and Baseband and Carriers Post of Sale
Systems VSAT Data Systems Data Communication Systems RF and
Remote Control Systems Fiber Optic Data Systems

B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS:

Background foreground music Intercom and telephone
interconnect systems Telephone systems Nurse call systems
Radio page systems School intercom and sound systems
Burglar alarm systems Low voltage master clock systems
Multi media/multiplex systems Sound and musical
entertainment systems RF systems Antennas and Wave Guide

C. FIRE ALARM SYSTEMS:

Installation, wire pulling and testing

D. TELEVISION AND VIDEO SYSTEMS: Television monitoring and
surveillance systems Video security systems Video
entertainment systems Video educational systems Microwave
transmission systems CATV and CCTV

E. SECURITY SYSTEMS:

Perimeter security systems Vibration sensor systems Card
access systems Access control systems Sonar/infrared
monitoring equipment

ELEV0019-003 01/01/2004

BAKER, UNION, **UMATILLA** AND WALLOWA COUNTIES

	Rates	Fringes
Elevator Mechanic.....	\$ 35.335	10.765+a

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years of service, 6% for
6 months to 5 years service. Paid Holidays: New Years
Day, Memorial Day, Independence Day, Labor Day,
Thanksgiving Day and Friday after, and Christmas Day.

 ELEV0023-001 01/01/2004

ALL COVERED COUNTIES (EXCLUDING BAKER, **UMATILLA**, UNION AND
 WALLOWA COUNTIES)

	Rates	Fringes
Elevator Mechanic.....	\$ 35.505	10.415+a

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years of service, 6% for
 6 months to 5 years service. Paid Holidays: Memorial Day,
 Independence Day, Labor Day, Thanksgiving Day and Friday
 after, and Christmas Day, and New Years Day.

 ENGI0701-001 01/01/2004

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote A)

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 29.51	9.70
GROUP 1A.....	\$ 30.99	9.70
GROUP 1B.....	\$ 32.46	9.70
GROUP 2.....	\$ 28.25	9.70
GROUP 3.....	\$ 27.47	9.70
GROUP 4.....	\$ 26.93	9.70
GROUP 5.....	\$ 26.32	9.70
GROUP 6.....	\$ 23.91	9.70

Zone Differential (add to Zone 1 rates):

Zone 2 - \$1.50

Zone 3 - 3.00

For the following metropolitan counties: MULTNOMAH;
 CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
 CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
 INDICATED:

All jobs or projects located in Multnomah, Clackamas and
 Marion Counties, West of the western boundary of Mt. Hood
 National Forest and West of Mile Post 30 on Interstate 84
 and West of Mile Post 30 on State Highway 26 and West of
 Mile Post 30 on Highway 22 and all jobs or projects located
 in Yamhill County, Washington County and Columbia County
 and all jobs or projects located in Clark & Cowlitz County,
 Washington except that portion of Cowlitz County in the Mt.
 St. Helens "Blast Zone" shall receive Zone I pay for all
 classifications.

All jobs or projects located in the area outside the
 identified boundary above, but less than 50 miles from the
 Portland City Hall shall receive Zone II pay for all
 classifications.

All jobs or projects located more than 50 miles from the
 Portland City Hall, but outside the identified border
 above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;
 GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the
 respective city hall of the above mentioned cities shall
 receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than
 50 miles from the respective city hall of the above
 mentioned cities shall receive Zone II pay for all
 classifications.

All jobs or projects located more than 50 miles from the
 respective city hall of the above mentioned cities shall
 receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three
 units or more; CRANE: Helicopter Operator, when used in
 erecting work; Whirley Operator, 90 ton and over; LATTICE
 BOOM CRANE: Operator 200 tons through 299 tons, and/or over
 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90
 tons through 199 tons with luffing or tower attachments;

FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (with luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL,SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic;

CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane hoist five (5) ton capacity or less; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel- Electric Engineer; Grizzley Operator; DRILLING: Drill Doctor; Boring Machine Operator; Driller-Per percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator
 GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement

profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, guniting work; Concrete Batch Plant Quality Control Operator; Belcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Lull Hi-Lift Operator or similar type; Fork Lift, over 5 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service Oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; locomotive Operator, 40 tons and over; MATERIAL HAULERS: Cat wagon DJB's Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feeder; CRUSHER: Crusher oiler; Crusher feeder; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (exclduing

working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler- Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

IRON0029-004 07/01/2004

	Rates	Fringes
Ironworker.....	\$ 28.47	13.30

LABO0001-006 06/01/2004

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 22.41	9.65

LABO0003-001 06/01/2004

ZONE 1:

LABORERS (SEE FOOTNOTE C):

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.58	9.65
GROUP 2.....	\$ 22.12	9.65
GROUP 3.....	\$ 22.53	9.65
GROUP 4.....	\$ 22.88	9.65
GROUP 5.....	\$ 18.83	9.65

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINT CITIES:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

Zone 1 - All jobs or projects located with 30 miles of the respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall

Zone 5 - More than 80 miles from the respective City Hall.

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreaders; Asphalt Plant Laborers; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Cleanup Laborers; Curing, Concrete; Demolition, Wrecking, and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Fine Graders; Fence Builders; Form Strippers (not swinging stages); Guard Rail, Median Rail, Guide Post, Reference Post, Right-of-way Marker; Hazardous Waste Laborers; Landscaping or Planting Laborer; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or similar types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at jobsite); Weight-Man-Crusher (aggregate when used)

GROUP 2: Applicator (including Pot Tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green-Cutter (concrete, rock, etc.); Concrete Laborers; Concrete Power Buggyman; Crusher Feeder; Demolition and Wrecking Charred Materials; Dropping and Wrapping Pipe; Gunitite Nozzleman Tender; Gunitite or Sand Blasting Pot Tender; Handlers or Mixers of all materials of an irritating nature (including cement and lime); Post Hole Diggers (air, gas or electric); Sand Blasting (wet); Stake-Setter; Tampers; Tool Operators (includes but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers)

GROUP 3: Asbestos removal (structural removal only); Bit Grinder; Concrete Saw Operator; Drill Doctor; Drill Operators (Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills, and other similar types, including at crusher plants); Manhole Builder; Nippers, and Timbermen; Power Saw Operators-Bucking and Falling; Sand Blasting (dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks; Vibrators; Vibrating Screed; Water Blaster

GROUP 4: Asphalt Rakers; Grade Checker; Concrete Nozzleman; Gunitite Nozzleman; High Scalars, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping-down or sloping and stripping); Pipelayers (all types); Powdermen; Pumpcrete Nozzlemen; Loop Installation; TUNNELS: Miner; Powderman; Motorman-Dinky Locomotive; Shield Operator; Tunnel Bullganag (above ground); Tunnel-Chuck Tenders; Tunnel-Muckers, brakemen, concrete crew, bull gang (underground)

GROUP 5: Traffic Flaggers

LABO0003-002 06/01/2004

	Rates	Fringes
Plaster Hod Carrier.....	\$ 22.09	9.65

PAIN0005-011 10/01/2003

MALHEUR COUNTY

	Rates	Fringes
Glazier.....	\$ 18.28	7.69

PAIN0055-001 07/01/2003

	Rates	Fringes
Painters:		

BAKER, BENTON, CLATSOP,
CROOK, DESCHUTES, GRANT,
GILLIAM, HARNEY,
JEFFERSON, LAKE, LANE,
LINN, LINCOLN, MALHEUR,
MARION, POLK, TILLAMOOK,
SHERMAN, UNION, WHEELER
AND YAMHILL COUNTIES
COMMERCIAL:

High work-All work 60 feet or higher.....\$ 16.76	6.12
Painters.....\$ 16.01	6.12

BAKER, BENTON, CLATSOP,
CROOK, DESCHUTES, GRANT,
GILLIAM, HARNEY,
JEFFERSON, LAKE, LANE,
LINN, LINCOLN, MALHEUR,
MARION, POLK, TILLAMOOK,
SHERMAN, UNION, WHEELER
AND YAMHILL COUNTIES

INDUSTRIAL:

Brush and Roller.....\$ 16.61	6.12
High work - All work 60 feet or higher.....\$ 17.36	6.12
Spray and Sandblasting.....\$ 17.21	6.12

CLACKAMAS, COLUMBIA, HOOD
RIVER, MULTNOMAH, MORROW,
UMATILLA, WALLOWA, WASCO
AND WASHINGTON COUNTIES

COMMERCIAL:

High work-All work 60 feet or higher.....\$ 17.76	6.12
Painters.....\$ 17.01	6.12

CLACKAMAS, COLUMBIA, HOOD
RIVER, MULTNOMAH, MORROW,
UMATILLA, WALLOWA, WASCO
AND WASHINGTON COUNTIES

INDUSTRIAL:

Brush and Roller.....\$ 17.61	6.12
High work-All work 60 feet or higher.....\$ 18.36	6.12
Spray & Sandblasting.....\$ 18.21	6.12

JACKSON AND KLAMATH
COUNTIES

COMMERCIAL:

High Work-All Work 60 feet or higher.....\$ 14.76	6.12
Painters.....\$ 14.01	6.12

JACKSON AND KLAMATH
COUNTIES

INDUSTRIAL:

Brush & Roller.....\$ 14.61	6.12
High work-All work 60 feet or higher.....\$ 15.36	6.12
Spray, Sandblasting.....\$ 15.21	6.12

PAIN0055-006 07/01/2004

	Rates	Fringes
Drywall Finishers:		
ALL REMAINING COUNTIES.....\$ 27.28		10.38
BENTON, DESCHUTES,		

3 JACKSON, KLAMATH, LANE AND
 4 LINN COUNTIES.....\$ 21.83 9.63
 5 -----
 6 PAIN0477-001 12/01/1982
 7
 8 MALHEUR COUNTY
 9
 0 Rates Fringes
 1
 2 Linoleum, Carpet & Soft Tile
 3 Applicators.....\$ 13.66 1.19
 4 -----
 5 PAIN0740-001 05/01/2004
 6
 7 ALL COVERED COUNTIES (EXCLUDING MALHEUR COUNTY)
 8
 9 Rates Fringes
 0
 1 Glazier.....\$ 27.37 9.29
 2 -----
 3 PAIN1236-001 04/01/2004
 4
 5 ALL COVERED COUNTIES (EXCLUDING MALHEUR COUNTY)
 6
 7 Rates Fringes
 8
 9 Linoleum, Carpet & Soft Tile
 0 Applicators.....\$ 23.86 7.83
 1 -----
 2 PLAS0082-001 06/01/2004
 3
 4 Rates Fringes
 5
 6 Plasterer.....\$ 26.49 8.28
 7 -----
 8 PLAS0555-001 06/01/2004
 9
 0 ZONE 1:
 1
 2 Rates Fringes
 3
 4 Cement Masons: (ZONE 1)
 5 CEMENT MASONS DOING BOTH
 6 COMPOSITION/POWER
 7 MACHINERY AND
 8 SUSPENDED/HANGING SCAFFOLD...\$ 26.95 10.80
 9 CEMENT MASONS ON
 0 SUSPENDED, SWINGING AND/OR
 1 HANGING SCAFFOLD.....\$ 26.47 10.80
 2 CEMENT MASONS.....\$ 25.99 10.80
 3 COMPOSITION WORKERS AND
 4 POWER MACHINERY OPERATORS...\$ 26.47 10.80
 5
 6 Zone Differential (Add To Zone 1 Rates):
 7 Zone 2 - \$0.65
 8 Zone 3 - 1.15
 9 Zone 4 - 1.70
 0 Zone 5 - 3.00
 1
 2 BASE POINTS: BEND, CORVALLIS, EUGENE, LONGVIEW, MEDFORD,
 3 PORTLAND, SALEM, THE DALLES, VANCOUVER
 4
 5 ZONE 1: Projects within 30 miles of the respective city hall
 6
 7 ZONE 2: More than 30 miles but less than 40 miles from the
 8 respective city hall.
 9
 0 ZONE 3: More than 40 miles but less than 50 miles from the

1 respective city hall.

2
3 ZONE 4: More than 50 miles but less than 80 miles from the
4 respective city hall.

5
6 ZONE 5: More than 80 miles from the respective city hall

7 -----
8 PLUM0290-002 04/01/2004

9
0 BENTON, CLACKAMAS, CLATSOP, COLUMBIA, CROOK, DESCHUTES,
1 GILLIAM, GRANT AND HARNEY (those portions which lies north and
2 west of a north-south line drawn from the town of John Day to a
3 point five miles east of the town of Burns and three miles
4 south of Burns thence on an airline through the town of
5 Wagontire west to the County lines), HOOD RIVER, JACKSON,
6 JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN, LINN, MARION,
7 MULTNOMAH, POLK, SHERMAN, TILLAMOOK, WASCO, WASHINGTON, WHEELER
8 AND YAMHILL COUNTIES

9
0
1
2
3 Rates Fringes
4 Plumbers and Pipefitters.....\$ 32.58 14.07
5 -----

6 PLUM0296-002 07/05/2004

7 BAKER, HARNEY (Remainder of County) AND MALHEUR COUNTIES

8
9 Rates Fringes
0 Plumbers and Pipefitters.....\$ 23.56 8.78
1 -----

2 PLUM0598-001 06/01/2004

3
4 GRANT (Remainder of County), MORROW, **UMATILLA**, UNION AND
5 WALLOWA COUNTIES

6
7 Rates Fringes
8
9 Plumbers and Pipefitters.....\$ 31.57 15.25
0 -----

1 ROOF0049-001 07/01/2003

2
3 BAKER, CLACKAMAS, CLATSOP, COLUMBIA, GRANT, GILLIAN, HOOD
4 RIVER, JEFFERSON, MULTNOMAH, SHERMAN, TILLAMOOK, WASCO,
5 WASHINGTON AND WHEELER COUNTIES.

6
7 Rates Fringes
8
9 Removal of Coal Tar Pitch.....\$ 26.02 6.93
0 Roofer.....\$ 23.65 6.93
1 -----

2 ROOF0156-001 06/01/2004

3
4 Rates Fringes
5
6 Roofers:
7 BENTON, COOS, CROOK,
8 CURRY, DESCHUTES, DOUGLAS,
9 HARNEY, JACKSON,
0 JOSEPHINE, KLAMATH, LAKE,
1 LANE, LINCOLN AND LINN,
2 MARION, POLK, AND YAMHILL
3 COUNTIES.....\$ 18.60 8.40
4 -----

5 ROOF0189-002 07/01/2004

6
7 MORROW COUNTY

8

	Rates	Fringes
Roofer.....	\$ 21.30	6.20

ROOF0189-007 07/01/2004		
UMATILLA, UNION AND WALLOWA		
	Rates	Fringes
Roofer.....	\$ 20.36	6.95

ROOF0209-001 07/01/2004		
MALHEUR COUNTY		
	Rates	Fringes
Roofer.....	\$ 20.36	6.95

SF0R0669-001 01/01/2004		
	Rates	Fringes
Sprinkler Fitter		
BAKER, GILLIAM, GRANT,		
HARNEY, MAHLHEUR, MORROW,		
UMATILLA, UNION, WALLOWA		
AND WHEELER COS.		
SPRINKLER FITTERS.....	\$ 23.50	11.45
BENTON, CLACKAMAS,		
CLATSOP, COLUMBIA, CROOK,		
DESCHUTES, HOOD RIVER,		
JACKSON, JEFFERSON,		
KLAMATH, LAKE, LANE,		
LINCOLN, LINN, MARION,		
MULTNOMAH, POLK, SHERMAN,		
TILLAMOOK, WASCO,		
WASHINGTON AND YAMHILL COS.		
SPRINKLER FITTERS.....	\$ 25.65	11.45

SHEE0016-001 06/01/2004		
BENTON, CLACKAMAS, CLATSOP, COLUMBIA, CROOK, DESCHUTES,		
GILLIAM, GRANT, HARNEY, HOOD RIVER, JEFFERSON, LINCOLN, LINN,		
MARION, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, WASHINGTON,		
WHEELER AND YAMHILL COUNTIES		
	Rates	Fringes
Sheet metal worker.....	\$ 29.48	12.99

SHEE0016-003 01/01/2004		
	Rates	Fringes
Sheet metal worker (INCLUDING		
HVAC DUCT WORK)		
(All other work).....	\$ 19.33	9.59
(For total project cost		
equaling \$15 million		
dollars or more. For		
building Total square		
footage equaling 200,000		
sq. ft. or more).....	\$ 29.73	12.90

* SHEE0016-004 07/01/2004		

	Rates	Fringes
Sheet metal worker (INCLUDING HVAC DUCT WORK).....	\$ 25.60	12.47

SHEE0066-001 07/01/2004		
	Rates	Fringes
Sheet metal worker.....	\$ 25.26	11.83

SHEE0213-002 10/01/2003		
BAKER AND MALHEUR COUNTIES		
	Rates	Fringes
Sheet metal worker.....	\$ 21.71	9.93

TEAM0037-001 06/01/2004		
ZONE 1:		
TRUCK DRIVERS (See Footnote C):		
	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 24.15	9.50
GROUP 2.....	\$ 24.27	9.50
GROUP 3.....	\$ 24.40	9.50
GROUP 4.....	\$ 24.66	9.50
GROUP 5.....	\$ 24.88	9.50
GROUP 6.....	\$ 25.04	9.50
GROUP 7.....	\$ 25.24	9.50
Zone Differential (add to Zone 1 rates):		
Zone 2 -	\$0.65	
Zone 3 -	1.15	
Zone 4 -	1.70	
Zone 5 -	2.75	
BASE POINT CITIES:		
ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LA GRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER
Zone 1 - All jobs or projects located within 30 miles of the respective City Hall		
Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall		
Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall		
Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall		

5 Zone 5 - More than 80 miles from the respective City Hall.

6

7 TRUCK DRIVERS CLASSIFICATIONS

8

9 GROUP 1: A-frame or hydra-lift truck w/load bearing surface;
0 Articulated dump truck; Battery rebuilders; Bus or manhaul
1 driver; Concrete buggies (power operated); Concrete pump
2 truck; Dump trucks, side, end and bottom dumps, including
3 semi-trucks and trains or combinations thereof: up to and
4 including 10 cu. yds.; Lift jitneys, fork lifts (all sizes
5 in loading, unloading and transporting material on job
6 site); Loader and/or leverman on concrete dry batch plant
7 (manually operated); Lubrication man, fuel truck driver,
8 tireman, wash rack, steam cleaner or combination; Pilot
9 car; Pickup Truck; Slurry truck driver or leverman; Solo
0 flat bed and misc. body truck, 0-10 tons; Team drivers;
1 Tireman; Transit mix and wet or dry mix trucks: 5 cu yds.
2 and under; Water wagons (rated capacity) up to 3,000 gallons
3

4 GROUP 2: Boom Truck/hydralift or Retracing crane;
5 Challenger; Dumpsters or similar equipment-all sizes; Dump
6 trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader
7 driver or leverman; Low bed equipment, flat bed semi- truck
8 and trailer or doubles transporting equipment or wet or dry
9 materials; Lumber carrier, driver-straddle carrier (used in
0 loading, unloading and transporting of materials on job
1 site); Oil distributor driver or leverman; Transit mix and
2 wet or dry mix trucks: over 5 cu. yds and including 7 cu.
3 yds; Vacuum trucks; Water Wagons (rated capacity) over
4 3,000 to 5,000 gallons
5

6 GROUP 3: Ammonia nitrate distributor driver; Dump trucks,
7 side, end and bottom dumps, including semi-trucks and
8 trains or combinations thereof: over 10 cu. yds. and
9 including 30 cu. yds., includes articulated dump trucks;
0 Self propelled street sweeper; Transit mix and wet or dry
1 mix trucks, over 7 cu. yds. and including 11 cu. yds.;
2 Truck Mechanic-Welder-Body Repairman; Utility and cleanup
3 truck; Water Wagons (rated capacity) over 5,000 to 10,000
4 gallons.
5

6 GROUP 4: Asphalt Burner; Dump trucks, side, end and bottom
7 dumps, including semi-trucks and trains or combinations
8 thereof: over 30 cu. yds. and including 50 cu. yds. and
9 includes articulated dump trucks; Fire Guard; Transit Mix
0 and Wet or Dry Mix Trucks, over 11 cu. yds. and including
1 15 cu. yds.; Water Wagon (rated capacity) over 10,000
2 gallons to 15,000 gallons
3

4 GROUP 5: Dump trucks, side, end and bottom dumps, including
5 semi-trucks and trains or combinations thereof: over 50
6 cu. yds. and including 60 cu. yds. and includes articulated
7 dump trucks
8

9 GROUP 6: Bulk Cement spreader w/o auger; Dry Pre Batch
0 Concrete; Mix trucks; Dump trucks, side, end and bottom
1 dumps, including semi-trucks and trains of combinations
2 thereof: over 60 cu. yds. and including 80 cu. yds. and
3 includes articulated dump trucks; Skid truck
4

5 GROUP 7: Dump trucks, side, end and bottom dumps, including
6 semi-trucks and trains or combinations thereof: over 80 cu.
7 yds. and including 100 cu. yds., includes articulated dump
8 trucks; industrial lift truck (mechanical tailgate)
9

0 END OF TRUCK DRIVERS

1

2 -----

3
4 FOOTNOTE C:

5
6 HANDLING OF HAZARDOUS WASTE MATERIALS (LABORERS, POWER
7 EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all
8 craft classifications subject to working inside a federally
9 designated Hazardous Waste perimeter shall be eligible for
0 compensation in accordance with the following group
1 schedule relative to the level of Hazardous Waste as
2 outline in the specific Hazardous Waste Project Site Safety
3 Plan.

4
5 H-1 Base Wage Rate when on a hazardous waste site when not
6 outfitted with protective clothing.

7
8 H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per
9 hour, fringes plus \$0.15.

0
1 H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per
2 hour, fringes plus \$0.15.

3
4 H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per
5 hour, fringes plus \$0.15.

6 -----
7
8 WELDERS - Receive rate prescribed for craft performing
9 operation to which welding is incidental.

0 =====
1
2 Unlisted classifications needed for work not included within
3 the scope of the classifications listed may be added after
4 award only as provided in the labor standards contract clauses
5 (29CFR 5.5 (a) (1) (ii)).

6 -----
7
8
9 In the listing above, the "SU" designation means that rates
0 listed under the identifier do not reflect collectively
1 bargained wage and fringe benefit rates. Other designations
2 indicate unions whose rates have been determined to be
3 prevailing.

4
5 -----
6
7 WAGE DETERMINATION APPEALS PROCESS

8
9 1.) Has there been an initial decision in the matter? This can
0 be:

- 1
2 * an existing published wage determination
3 * a survey underlying a wage determination
4 * a Wage and Hour Division letter setting forth a position on
5 a wage determination matter
6 * a conformance (additional classification and rate) ruling

7
8 On survey related matters, initial contact, including requests
9 for summaries of surveys, should be with the Wage and Hour
0 Regional Office for the area in which the survey was conducted
1 because those Regional Offices have responsibility for the
2 Davis-Bacon survey program. If the response from this initial
3 contact is not satisfactory, then the process described in 2.)
4 and 3.) should be followed.

5
6 With regard to any other matter not yet ripe for the formal
7 process described here, initial contact should be with the
8 Branch of Construction Wage Determinations. Write to:

9
0 Branch of Construction Wage Determinations

1
2 Wage and Hour Division
3
4 U.S. Department of Labor
5
6 200 Constitution Avenue, N.W.
7
8 Washington, DC 20210
9
0 2.) If the answer to the question in 1.) is yes, then an
1 interested party (those affected by the action) can request
2 review and reconsideration from the Wage and Hour Administrator
3 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
4
5 Wage and Hour Administrator
6
7 U.S. Department of Labor
8
9 200 Constitution Avenue, N.W.
0
1 Washington, DC 20210
2
3 The request should be accompanied by a full statement of the
4 interested party's position and by any information (wage
5 payment data, project description, area practice material,
6 etc.) that the requestor considers relevant to the issue.
7
8 3.) If the decision of the Administrator is not favorable, an
9 interested party may appeal directly to the Administrative
0 Review Board (formerly the Wage Appeals Board). Write to:
1
2 Administrative Review Board
3
4 U.S. Department of Labor
5
6 200 Constitution Avenue, N.W.
7
8 Washington, DC 20210
9
0 4.) All decisions by the Administrative Review Board are final.
1
2 =====
3
4 END OF GENERAL DECISION